

2009-010240

Klamath County, Oregon



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07/29/2009 08:55:48 AM

Fee: \$36.00

After Recording Return To:
SOUTHWEST STAGE FUNDING, LLC,
DBA CASCADE FINANCIAL SERVICES

6816 EAST BROWN ROAD
MESA, AZ 85207

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LOAN MODIFICATION AGREEMENT

TOLENTINO
Loan #: 081008003
MIN: 100605708120008805
MERS Phone: 1-888-679-6377

This Loan Modification Agreement ("Agreement"), made this 24TH day of JUNE, 2009 between MICHAEL R TOLENTINO AND TERRI NADINE TOLENTINO, HUSBAND AND WIFE ("Borrower") SOUTHWEST STAGE FUNDING, LLC, DBA CASCADE FINANCIAL SERVICES ("Lender"), Mortgage Electronic Registration Systems, Inc. ("Mortgagee") amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated FEBRUARY 11, 2009 and granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded in Book or Liber 2117/2009, at page(s) 2009-002392, of the COUNTY Records of KLAMATH, OREGON and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 148829 PAUL DRIVE, LA PINE, OR 97739 the real property to be set forth as follows:

MAKE: GOLDEN WEST HOMES

MODEL: BVI561F

YEAR: 2009

SERIAL NUMBER(S) ALBO32837OR A/B

LENGTH/WIDTH: 54X28

LEGAL: LOT 9 IN BLOCK 5 OF RIVER PINE ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows, (notwithstanding anything to the contrary contained in the Note or Security Instrument):

MIN: 100605708120008805

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

12683.7

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1. As of **JUNE 24, 2009** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$141,941.00**, consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **7.125%**, from **JUNE 24, 2009**. Borrower promises to make monthly payments of principal and interest of U.S. **\$956.28**, beginning on the **1ST** day of **AUGUST, 2009**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JULY 1, 2039**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at **6816 EAST BROWN ROAD, MESA, AZ 85207** or at such other place as Lender may require.

3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - a. all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - b. all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Michael R. Tolentino 6-24-09
BORROWER - MICHAEL R TOLENTINO - DATE -

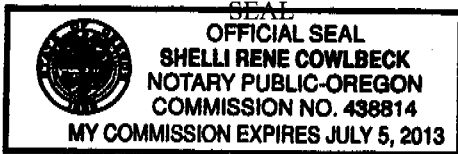
Terri Nadine Tolentino 6/24/09
- BORROWER - TERRI NADINE TOLENTINO - DATE -

Rita M. Black
SOUTHWEST STAGE FUNDING, LLC, DBA CASCADE FINANCIAL SERVICES-Lender

Rita M. Black
Mortgage Electronic Registration Systems, Inc.-Mortgagee

By: Rita M. Black / VP

[Space Below This Line For Acknowledgments]

State of Oregon, Dischutes County ss:The foregoing Instrument was acknowledged before me this June 24 2009 by
Michael R. Tokentino and Terri Nadine Tokentino

Shelli Cowlbeck
Notary Public

Lender Acknowledgement

State of Arizona, Maricopa County ss:The foregoing Instrument was acknowledged before me this June 26, 2009 by
Rita m. Black Title VP

SEAL

Martha Herrera
Notary Public



MIN: 100605708120008805

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

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